

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 58	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 02-Aug-2002		4. REQUISITION/PURCHASE REQ. NO. W81G67-2023-2032		5. PROJECT NO.(If applicable)	
6. ISSUED BY CONTRACTING DIVISION USAGE - ST PAUL 190 5TH STREET E ST PAUL MN 55101-1638		CODE DACW37		7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				<input checked="" type="checkbox"/> X		9A. AMENDMENT OF SOLICITATION NO. DACW37-02-B-0002	
				<input checked="" type="checkbox"/> X		9B. DATED (SEE ITEM 11) 16-Jul-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> X is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) 1. Required responded date on Line 13(a) of Standard Form 1442 is changed to 14:00 Hours Local time on 16 August 2002 and 0 Copies are required. 2. Changes are made to Section 00010-Solicitation Contract Form. 3. Contract Clause 52.217-2000 is revised. 4. The previous General Decision is replace with the attached "General Decision Number MN020061 Modification 4" dated 06/21/2002. 5. Changes are made to Section 00830. 6. Specification Changes are made to Sections 01000 through 05055. 7. Drawing changes are incorporated. 8. In box 10 of Standard Form 1442, Small Business Size Standard is revised to \$28,500.00.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

1. The required response date/time has changed from 15-Aug-2002 02:00 PM to 16-Aug-2002 02:00 PM., and the number of offeror copies required has decreased by 2 from 2 to 0.
2. Changes are made and the new Bid Schedule is as follows:

SECTION 00010 Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lump Sum		
	BONDS (Bid, Performance and Payment)				
	Basic Bid Items Only			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1.00	Lump Sum		
	Preconstruction Damage Survey				
	Basic Bid Items Only			_____.	_____.

REACH 1**Portion from Station D129+ 00 to D179 +00 (Excluding BNSF/Hill Street Closure and BNSF Closure at Business US 2)**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1.00	Lump Sum		
	Miscellaneous Demolition				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1.00	Lump Sum		
	Water Treatment Plant Demolition				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1.00	Lump Sum		
	Overhead Electrical Transmission System Removal				
				_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Electrical Substation Removal	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Clearing and Grubbing	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Stripping	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Excavation	30.00	Cubic Yard	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Levee Removal	48,800.00	Cubic Yard	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Inspection Trench	2465.00	Linear Foot	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Inspection Trench at Removed Building Site	6520.00	Cubic Yard	_____.	_____.

ITEM NO	SUPPLIES/SERVICES
0013	Random Fill

ITEM NO 0013AA	SUPPLIES/SERVICES FIRST 6,400 CUBIC YARDS	QUANTITY 6,400.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0013AB	SUPPLIES/SERVICES OVER 6,400 CUBIC YARDS	QUANTITY 1,160.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0014	SUPPLIES/SERVICES Impervious Fill				
ITEM NO 0014AA	SUPPLIES/SERVICES FIRST 81,700 CUBIC YARDS	QUANTITY 81,700.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0014AB	SUPPLIES/SERVICES OVER 81,700 CUBIC YARDS	QUANTITY 14,400.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0015	SUPPLIES/SERVICES Select Impervious Fill				
ITEM NO 0015AA	SUPPLIES/SERVICES FIRST 12,000 CUBIC YARDS	QUANTITY 12,000.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0015AB	SUPPLIES/SERVICES OVER 12,000 CUBIC YARDS	QUANTITY 2,200.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.

ITEM NO 0016	SUPPLIES/SERVICES Geotechnical Monitoring System	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0017	SUPPLIES/SERVICES Water Treatment Plant Floodwall	QUANTITY 174.00	UNIT Linear Foot	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0018	SUPPLIES/SERVICES 2nd Ave. NE Stoplog Closure	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0019	SUPPLIES/SERVICES Jacked Interior Drainage – 54"RCP	QUANTITY 150.00	UNIT Linear Foot	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0020	SUPPLIES/SERVICES Trenched Interior Drainage	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0021	SUPPLIES/SERVICES K14 Junction Manhole	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0022	SUPPLIES/SERVICES K14 Impact Basin	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0023	SUPPLIES/SERVICES 2nd Street NE Street Replacement	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.

ITEM NO 0024	SUPPLIES/SERVICES 2nd St. NE Road Relocation at 1st St. and Central Ave.	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0025	SUPPLIES/SERVICES Hill Street Road Raise	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0026	SUPPLIES/SERVICES 2nd Ave. Road Raise	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0027	SUPPLIES/SERVICES Bituminous Trial	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0028	SUPPLIES/SERVICES Topsoil and Seeding, Class 1	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0029	SUPPLIES/SERVICES Topsoil and Seeding, Class 2	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0030	SUPPLIES/SERVICES Topsoil and Seeding, Class 3	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0031	SUPPLIES/SERVICES Topsoil and Seeding, Class 4	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0032	SUPPLIES/SERVICES Topsoil and Sod	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	Trees and Shrubs	1.00	Lump Sum	_____.	_____.

Reach 1, K14 Pump Station

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	Pump Station Structure	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035	Electrical	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036	Install Engine Generator Set	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Furnish and Install Load Bank	1.00	Each	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038	Mechanical	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	Electrical Service	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	Pump Station Sluice Gates	1.00	Lump Sum	_____.	_____.

Reach 1, K14 Gate Well

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041	Gatewell Structure	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042	Gatewell Sluice Gates	1.00	Lump Sum	_____.	_____.

Reach 1, Griggs Park Recreation Area

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043	Site Lighting	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044	Recreational Facility	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	Site Furnishings	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Parking Lot	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	Concrete Walks/Paving	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048	Topsoil and Seeding	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049	Topsoil and Sod	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050	Trees and Shrubs	1.00	Lump Sum	_____.	_____.

Reach 2 – Entire Reach from Station F 101 + 00 to F 121+ 00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0051	Miscellaneous Demolition	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Clearing and Grubbing	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0053	Stripping	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054	Inspection Trench	1,860.00	Linear Foot	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055	Inspection Trench at Removed Building Site	950.00	Cubic Yard	_____.	_____.
ITEM NO	SUPPLIES/SERVICES				
0056	Impervious Fill				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056AA	FIRST 2,360 CUBIC YARDS	2,360.00	Cubic Yard	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056AB	OVER 2,360 CUBIC YARDS	440.00	Cubic Yard	_____.	_____.

ITEM NO SUPPLIES/SERVICES
0057

Select Impervious Fill

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057AA		860.00	Cubic Yard		
	FIRST 860 CUBIC YARDS			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057AB		140.00	Cubic Yard		
	OVER 860 CUBIC YARDS			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058		1,712.00	Linear Foot		
	James Avenue Floodwall			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059		1.00	Lump Sum		
	Trenched Interior Drainage			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060			Lump Sum		
	James Avenue Street Replacement			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061		1.00	Lump Sum		
	Bituminous Trail			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062		1.00	Lump Sum		
	Topsoil and Seeding, Class 1			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063	Deleted	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064	Topsoil and Seeding, Class 3	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065	Topsoil and Sod	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	Trees and Shrubs	1.00	Lump Sum	_____.	_____.

BASIC ITEM TOTAL (CLINS 0001 – 0066) \$_____

OPTIONAL BID ITEMS

OPTION 1: Reach 1- Portion from Station D179 + 00 to E 54 + 23

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067	Bonds (Bid, Performance and Payment Option 1 Items Only	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Preconstruction Damage Survey Option 1 Items Only	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069	Miscellaneous Demolition	1.00	Lump Sum	_____.	_____.

ITEM NO 0070	SUPPLIES/SERVICES Clearing and Grubbing	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0071	SUPPLIES/SERVICES Stripping	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0072	SUPPLIES/SERVICES Excavation	QUANTITY 9,320.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0073	SUPPLIES/SERVICES Inspection Trench	QUANTITY 14,620.00	UNIT Linear Foot	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0074	SUPPLIES/SERVICES Inspection Trench at Remo ved Building Site	QUANTITY 4,250.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0075	SUPPLIES/SERVICES Random Fill				
ITEM NO 0075AA	SUPPLIES/SERVICES FIRST 6,440 CY	QUANTITY 6440.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0075AB	SUPPLIES/SERVICES OVER 6,440 CY	QUANTITY 1,130.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.

ITEM NO SUPPLIES/SERVICES
0076

Impervious Fill

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076AA		165,600.00	Cubic Yard		
	FIRST 165,600 CUBIC YARDS			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076AB		29,200.00	Cubic Yard		
	OVER 165,600 CUBIC YARDS			_____.	_____.

ITEM NO SUPPLIES/SERVICES
0077

Select Impervious Fill

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077AA		40,400.00	Cubic Yard		
	FIRST 40,400 CUBIC YARDS			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077AB		7,100.00	Cubic Yard		
	OVER 40,400 CUBIC YARDS			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0078		150.00	Linear Foot		
	Jacked Interior Drainage – 36”RCP			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0079		1.00	Lump Sum		
	Trenched Interior Drainage			_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080	Private Farm Gravel Road Raise	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081	US Highway 2 Private Access Gravel Road Raise	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082	Business Highway 2 Road Raise	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083	Topsoil and Seeding, Class 1	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084	Topsoil and Seeding, Class 2	1.00	Lump Sum	_____.	_____.
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085	Topsoil and Seeding, Class 3	1.00	Lump Sum	_____.	_____.

OPTION 1 ITEM TOTAL (CLINS 0067 – 0085) \$_____

OPTION 2: Reach 1 – Closures

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086	Bonds (Bid, Performance and Payment Option 2 Items Only	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087	Preconstruction Damage Survey Option 2 Items Only	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088	BNSF/Hill Street Stoplog Closure	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0089	BNSF at Business Hwy 2 Stoplog Closure	1.00	Lump Sum	_____.	_____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0090	Railroad Liability Insurance Option 2 Items Only	1.00	Lump Sum	_____.	_____.

OPTION 2 ITEM TOTAL (CLINS 0086 – 0090) \$_____

OPTION 3: Reach 3 – Entire Reach

ITEM NO 0091	SUPPLIES/SERVICES Bonds (Bid, Performance and Payment Option 3 Items Only	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0092	SUPPLIES/SERVICES Preconstruction Damage Survey Option 3 Items Only	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0093	SUPPLIES/SERVICES Miscellaneous Demolition	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0094	SUPPLIES/SERVICES Levee Removal	QUANTITY 300	UNIT Cubic Yards	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0095	SUPPLIES/SERVICES Stripping	QUANTITY 1.00	UNIT Lump Sum	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0096	SUPPLIES/SERVICES Inspection Trench	QUANTITY 120	UNIT Linear Foot	UNIT PRICE _____.	AMOUNT _____.
ITEM NO 0097	SUPPLIES/SERVICES Impervious Fill				
ITEM NO 0097AA	SUPPLIES/SERVICES FIRST 2,000 CUBIC YARDS	QUANTITY 2,000.00	UNIT Cubic Yard	UNIT PRICE _____.	AMOUNT _____.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0097AB		340.00	Cubic Yard		

OVER 2,000 CUBIC YARDS

ITEM NO	SUPPLIES/SERVICES
0098	

Select Impervious Fill

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0098AA		390.00	Cubic Yard		

FIRST 390 CUBIC YARDS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0098AB		70.00	Cubic Yard		

OVER 390 CUBIC YARDS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0099		1	Lump Sum		

BNSF/Red River West Stoplog Closure Structure

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100		1	Lump Sum		

Topsoil and Seeding, Class 2

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		1	Lump Sum		

Railroad Liability Insurance
Option 3 Items Only

OPTION 3 ITEM TOTAL (CLINS 0091 – 0101) \$ _____

TOTAL FOR ALL OPTIONS (CLINS 0067-0101) \$ _____

TOTAL FOR ALL BASIC AND OPTION ITEMS (CLINS 0001 – 0101)

\$ _____

3. The following Contract Clause has been modified:

SECTION 00700 - CONTRACT CLAUSES

52.217-4000 OPTION FOR ADDITIONAL WORK (Construction) (AUG 2000)

The Government may require the Contractor to perform the work identified as optional item(s) (CLIN(s) 0067 through 0101 at the price stated in the Schedule. The Contracting Officer may exercise the option(s) by written notice to the Contractor at any time before the required completion date stated Section 0700 or any extensions thereto. The Contracting Officer shall provide the Contractor notice of the Government's intent to exercise the option at least 30 days in advance of exercising the option. Notice of intent to exercise the option shall not constitute an exercise of the option and shall not bind the government to exercise the option. If the Government should exercise the option(s) within 60 days of the required completion date or any extension thereto, the Government shall extend the required contract completion date to 60 days after the date of the exercise of the option.

Exercise of the option shall be evidenced on Standard Form 30, citing this Section as the authority for exercising the option. Notice of intent to exercise the option shall be considered to have been given at the earlier of the occurrence of any of the following events: deposit of written notification in the mail, receipt by the Contractor of a facsimile notifying it of the Government's intent to exercise the option, or receipt by the Contractor of an e-mail notifying the Contractor of the Government's intent to exercise the option. The option shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mail or, if earlier, at the time written notice is delivered to the Contractor.

4. Davis Bacon Wage Determination is changed as follows:

General Decision Number MN020061

General Decision Number MN020061 Superseded General Decision No. MN010061

State: Minnesota

Construction Type:

HEAVY

SEWER AND WATER LINE

TREATMENT PLANT

County(ies):

ANOKA	HENNEPIN	SCOTT
BENTON	HOUSTON	SHERBURNE
CARVER	ISANTI	ST LOUIS
CHISAGO	OLMSTED	STEARNS
CLAY	POLK	WASHINGTON
DAKOTA	RAMSEY	WRIGHT

TREATMENT PLANTS, HEAVY, SEWER & WATER LINES

Modification Number	Publication Date
0	03/01/2002
1	04/19/2002
2	05/03/2002
3	05/17/2002
4	06/21/2002

COUNTY(ies):

ANOKA	HENNEPIN	SCOTT
BENTON	HOUSTON	SHERBURNE
CARVER	ISANTI	ST LOUIS
CHISAGO	OLMSTED	STEARNS
CLAY	POLK	WASHINGTON
DAKOTA	RAMSEY	WRIGHT

ASBE0034G 06/01/2001

Rates

Fringes

ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES

INSULATOR/ASBESTOS WORKERS (Includes

application of all insulating

materials, protective coverings,

coatings & finishings to all types

of mechanical systems)

28.09

11.49

ASBE0049G 06/01/2001

Rates

Fringes

ST. LOUIS COUNTY:

ASBESTOS WORKERS/INSULATORS (Includes

application of all insulating

materials, protective coverings,

coatings & finishings to all types

of mechanical systems)

28.35

7.21

ASBE0133C	07/01/2000		
		Rates	Fringes
CLAY & POLK COUNTIES:			
ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)			
		20.58	6.85

ASBE0205K	05/01/1998		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS, STEARNS, WASHINGTON & WRIGHT COUNTIES:			
HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)			
		18.21	3.30

BOIL0647E	10/01/1999		
		Rates	Fringes
BOILERMAKERS		23.35	9.71

* BRMN0001Z	05/01/2002		
		Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (City of Elk River), WASHINGTON & WRIGHT COUNTIES:			
BRICKLAYERS & STONEMASONS		28.64	8.80

BRMN0003E	05/01/2002		
		Rates	Fringes
ST. LOUIS (South of a line between Townships #54 & #55, 2 miles north of Cotton) COUNTY:			
BRICKLAYERS		26.88	9.46

* BRMN0003F	05/01/2002		
		Rates	Fringes
ST. LOUIS COUNTY (S. of a line between Townships 54 & 55 (2 miles north of Cotton)			
TILE LAYERS		21.96	9.00

* BRMN0007C	05/01/2002		
		Rates	Fringes
HOUSTON COUNTY			
BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS			
		27.27	9.13

* BRMN0008I	05/01/2002		
		Rates	Fringes
OLMSTED COUNTY			
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS			
		27.78	9.13

* BRMN0008J	05/01/2002		
		Rates	Fringes
OLMSTED COUNTY			
TILE LAYERS		25.14	

* BRMN0015H	05/01/2002		
		Rates	Fringes
CLAY AND POLK COUNTIES			
BRICKLAYERS		25.82	9.05

* BRMN0015I	05/01/2002		
		Rates	Fringes
CLAY COUNTY			
CEMENT MASONS		25.42	9.05

* BRMN0016C	05/01/2002		
		Rates	Fringes
ST. LOUIS (North of a line between Townships #54 & #55, 2 miles north of Cotton) COUNTY:			
BRICKLAYERS		25.11	11.20

* BRMN1000A	05/01/2002		
		Rates	Fringes
BENTON, SHERBURNE (Excluding city of Elk River) & STEARNS COUNTIES:			
BRICKLAYERS; BLOCKLAYERS & STONEMASONS		26.65	8.80

* BRMN1000B	05/01/2002		
		Rates	Fringes
BENTON COUNTY			
CEMENT MASONS (Treatment Plants)		26.20	8.70
STEARNS COUNTY			
CEMENT MASONS & PLASTERERS (Treatment Plants)		26.20	8.70

* BRMN1000C	05/01/2002		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON, ISANTI, POLK, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS (Excluding Duluth and south of Township Line 55), STEARNS, WASHINGTON & WRIGHT COUNTIES:			
TILE SETTERS		27.29	9.65

* BRMN1000D	05/01/2002		
		Rates	Fringes
TILE FINISHERS		23.90	7.55

* BRMN1000E	05/01/2002		
		Rates	Fringes
MARBLE SETTERS		28.64	8.80

* BRMN1000J	05/01/2002		
		Rates	Fringes
TERRAZZO WORKERS MECHANICS		26.91	10.10
TERRAZZO BASE MACHINES		27.79	8.70

TERRAZZO WORKERS FINISHERS	27.46	8.70

CARP0190I 05/01/1997		
	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:		
LATHERS	22.45	7.04

CARP0190L 06/01/2000		
	Rates	Fringes
HOUSTON AND OLMSTED COUNTIES		
LATHERS	24.09	4.04

CARP0361G 05/01/2001		
	Rates	Fringes
ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY:		
CARPENTERS (Treatment Plants)	20.54	9.00

CARP0361J 05/01/2001		
	Rates	Fringes
POLK & ST. LOUIS COUNTIES		
LATHERS	20.82	9.00

CARP0361M 05/01/2001		
	Rates	Fringes
ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY:		
SOFT FLOOR LAYERS	19.73	9.91

CARP0548F 05/01/2000		
	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY (Moorhead & up to 5 miles radius), DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, POLK (East Grand Forks & up to 5 miles radius), RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:		
MILLWRIGHTS (Treatment Plants)	26.24	7.58

CARP0596D 06/01/1999		
	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (E. of Hwy #169, inclu. Zimmerman, Big Lake & Elk River), WASHINGTON & WRIGHT (S. of Hwy #12, inclu. Cokato, Buffalo & Monticello) COUNTIES:		
SOFT FLOOR LAYERS	21.73	8.32

CARP0596I 05/01/1997		
	Rates	Fringes
TERRAZZO WORKERS FINISHERS	22.69	5.47

CARP0606G 05/01/2000		
	Rates	Fringes

ST. LOUIS COUNTY (Excluding Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft):

CARPENTERS; PILEDRIVERMEN & SOFT

FLOOR LAYERS (Treatment Plants)	18.44	9.02
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CARP0606I 05/01/2000

	Rates	Fringes
POLK COUNTY (Excluding East Grand Forks and an area 5 miles outside city limits):		

CARPENTERS & PILEDRIVERMEN

(Treatment Plants)	15.53	6.87
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CARP0930F 05/01/1998

	Rates	Fringes
CLAY COUNTY (Except Moorhead):		
CARPENTERS (Treatment Plants)	10.86	4.70

CARP1176B 06/01/1998

	Rates	Fringes
CLAY COUNTY (City of Moorhead & a radius of 5 miles NE & South of the city limits) & POLK COUNTY (East Grand Forks & an area 5 miles outside city limits):		

CARPENTERS (Treatment Plants - Does not include Acoustical or Drywall Mechanics)

16.75	3.05
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PILEDRIVERMEN (Treatment Plants)	18.75	3.05
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CARP1348C 05/01/2000

	Rates	Fringes
CLAY (Excluding Moorhead & up to 5 miles radius), POLK (Excluding East Grand Forks & up to 5 miles radius) & ST. LOUIS COUNTIES:		
MILLWRIGHTS (Treatment Plants)	21.66	10.29

CARP1382D 06/01/2001

	Rates	Fringes
HOUSTON COUNTY:		

CARPENTERS & PILEDRIVERMEN
(Treatment Plants)

18.52	6.03
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OLMSTED COUNTY:

CARPENTERS & PILEDRIVERMEN
(Treatment Plants)

22.78	6.03
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CARP9900M 05/01/2001

	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (Excluding St. Cloud & extending 5 miles beyond the city limits of St. Cloud), WASHINGTON & WRIGHT COUNTIES:		

CARPENTERS; INSULATORS; &

PILEDRIVERMEN (Treatment Plants)	27.06	7.63
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CARP9900N 05/01/2000

	Rates	Fringes
CARPENTERS & PILEDRIVERMEN (Heavy, Sewer & Water Lines):		

AREA 1	22.77	8.50
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AREA 2	20.29	7.53
AREA 3	17.22	9.02
AREA 4	19.84	7.53
AREA 5	21.05	9.02
AREA 6	21.09	8.98
AREA 7	21.49	8.98

AREA 1 - ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (South of the northern boundary of T. 33-N and east of the western boundary of R. 27-W), WASHINGTON & WRIGHT (East of & Including Minnesota Highway #25) COUNTIES

AREA 2 - BENTON, SHERBURNE (NW three-fourths, Including Clear Lake & Becker), STEARNS & WRIGHT (NW Part, including South Haven & Maple Lake) COUNTIES

AREA 3 - CLAY & POLK COUNTIES

AREA 4 - HOUSTON & OLMSTED COUNTIES

AREA 5 - ST. LOUIS COUNTY (Northeast two-thirds, Including Cook, Cusson & Ely & Western Strip, Including Chisholm, Orr & Greaney)

AREA 6 - ST. LOUIS COUNTY (Southern one-third, Including Fond Du Lac, Floodwood, Cotton & Proctor)

AREA 7 - ST. LOUIS COUNTY (Duluth)

CARP9900Q 05/01/2001

	Rates	Fringes
BENTON, SHERBURNE (Extreme NW portion, Including St. Cloud & extending 5 miles beyond the city limits of St. Cloud) & STEARNS COUNTIES:		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	19.91	6.63

ELEC0110K 05/01/2001

	Rates	Fringes
ANOKA (Except Anoka & Fridley Townships & the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey & Spring Lake Park), CHISAGO, DAKOTA, ISANTI, RAMSEY, SHERBURNE (East of Becker & Santiago Townships) & WASHINGTON COUNTIES:		
ELECTRICIANS	28.28	13.19
CABLE SPLICERS	29.28	13.47

ELEC0110L 03/01/1998

	Rates	Fringes
SOUND, SIGNAL & COMMUNICATIONS WORK:		
Technician (Installation of Controller Only)	19.22	.58+a+b
Installer (Excluding Controller Work)	11.31	.34+a+b

FOOTNOTES:

a. 1 year's service - 5 days' paid vacation; 2 years' service - 10 days' paid vacation; 5 years' service - 12 days' paid vacation; 7 years' service - 14 days' paid vacation; 9 years' service - 16 days' paid vacation; 11 years' service - 18 days' paid vacation; 12 years' service - 20 days' paid vacation

b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; the

normal work day preceding Christmas Day; & Christmas Day

ELEC0160D 03/31/2002

	Rates	Fringes
LINE CONSTRUCTION:		
Lineman; Cable Splicer; Dynamiter;		
Special Equipment Operator; &		
Technician	27.51	10.01
Equipment Operator	23.66	8.90
Groundman/Truck Driver; & Pole		
Treating Truck Driver	19.26	7.64
LINE CLEARANCE:		
Tree Trimmer; Tractor Operator	18.44	7.40
Groundman/Truck Driver	12.91	5.81
Groundman	11.99	5.55

* ELEC0242G 06/01/2002

	Rates	Fringes
ST. LOUIS COUNTY (South part bounded on the north by the north line of Kelsey Township extended east & west):		
ELECTRICIANS	26.87	44%

ELEC0292F 05/01/2000

	Rates	Fringes
AREA 1: ANOKA (Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey, Spring Lake Park), BENTON AND SHERBURNE COUNTIES (East of Hwy 25 to Hwy 10 and an imaginary line straight West to the Mississippi River), CARVER, HENNEPIN, SCOTT, AND WRIGHT COUNTIES		
ELECTRICIANS:		
Electricians	27.50	12.18
Cable Splicers	28.50	12.62
AREA 2: BENTON AND SHERBURNE COUNTIES (West of Hwy 25 to Hwy 10 and an imaginary line straight West to the Mississippi River), AND STEARNS COUNTY		
ELECTRICAL CONTRACTS OVER \$300,000:		
Electricians	23.80	10.97
Cable Splicers	24.80	11.43
ELECTRICAL CONTRACTS UNDER \$300,000:		
Electricians	20.92	9.64
Cable Splicers	21.92	10.11

* ELEC0294I 06/01/2002

	Rates	Fringes
ST. LOUIS COUNTY (North part bounded on the south by the south line of Ellsburg Township, extended east & west):		
ELECTRICIANS	27.02	11.21
CABLE SPLICERS	27.57	11.44

ELEC0343N 06/01/2001

	Rates	Fringes
OLMSTED COUNTY (City of Rochester & 10 mile radius):		
Electricians	22.99	9.12
Cable Splicers	23.99	9.26
HOUSTON & OLMSTED (Excluding City of Rochester & 10 mile radius) COUNTIES:		

ELECTRICAL INSTALLATIONS OVER \$300,000.00:

Electricians	22.99	9.12
Cable Splicers	23.99	9.26

ELECTRICAL INSTALLATIONS UNDER \$300,000.00:

Electricians	20.24	8.75
Cable Splicers	21.24	8.89

ELEC1426J 06/01/1998

	Rates	Fringes
CLAY & POLK COUNTIES:		
ELECTRICIANS:		
Electricians	14.70	4.64
Cable Splicers	15.45	4.73

ENGI0049Y 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Treatment Plants):		
GROUP 1	28.99	7.55
GROUP 2	28.65	7.55
GROUP 3	27.24	7.55
GROUP 4	26.90	7.55
GROUP 5	26.73	7.55
GROUP 6	25.22	7.55
GROUP 7	24.10	7.55
GROUP 8	22.09	7.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Operator; Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over

GROUP 2 - Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over, Concrete Pump 164 ft Boom.

GROUP 3 - Traveling Tower Crane; Master Mechanic; Pile Driving Operator (when 3 drums are used); Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Derrick (Guy & Stiffleg); Tower Crane (Stationary) up to 200'; & All Terrain Vehicle Crane, Boom Truck over 100 ft.

GROUP 4 - Crawler Backhoe; Hoist Engineer (3 drums or more); Locomotive Operator; Overhead Crane Operator (inside building perimeter); & Tractor Operator with Boom

GROUP 5 - Air Compressor Operator 450 CFM or Over (2 or more machines); Pump Operator and/or Conveyor Operator (2 or more machines); Mechanic; Pumpcrete or Complaco type Machine

Operator; Forklift; Boom Truck up to 100 ft; Concrete Mixer Operator; Drill Rig - Heavy Rotary or Churn when used for Caisson Drilling for Elevator Cylinder or Building

Construction; Front End Loader (Over 1 cu. yd.); Hoist Engineer (1 or 2 drums); Straddle Carrier Operator; Power Plant Engineer (100 KW & over on multiples equal to 100KW & over); Tractor Operator over D2; & Well Point Pump Op.

GROUP 6 - Concrete Batch Plant Operator; Guniting Operator; Tractor Operator D2 or similar size; & Front End Loader Operator, up to 1 cu. yd.

GROUP 7 - Air Compressor Operator 600 CFM or Over; Pump and/or Conveyor Operator; Brakeman; Pick-up Sweeper (1 cu. yd. & over Hopper capacity); Truck Crane Oiler; & Welding

Machine Operator, Fireman temporary heat.
 GROUP 8 - Mechanical Space Heater (Temporary Heat); Oiler
 or Greaser; & Elevator Operator

 ENGI0049Z 05/01/2001

	Rates	Fringes
POWER EQUIPMENT OPERATORS (Heavy, Sewer & Water Lines):		
ANOKA, CARVER, CHISAGO (S. of the northern boundary of T. 34-N & that part consisting substantially of the cities of Thomson, Cloquet, Scanlon & Carlton), DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE (S. of the northern boundary of T. 33-N & E. of the western boundary of R. 27-W), ST. LOUIS, WASHINGTON & WRIGHT (E. of & inclu. Hwy #25) COUNTIES:		
GROUP 1	25.57	7.55
GROUP 2	25.02	7.55
GROUP 3	24.84	7.55
GROUP 4	24.72	7.55
GROUP 5	21.68	7.55
GROUP 6	20.47	7.55
BENTON (E. of the western right-of-way of U.S. Hwy #10), CHISAGO (Exclu. area S. of the northern boundary of T. 34-N), HOUSTON, ISANTI, OLMSTED, SHERBURNE (Excluding area S. of the northern boundary of T. 33-N and E. of the western boundary of R. 27-W), STEARNS (E. of the western right-of-way of Minn. Hwy #15) & WRIGHT (Exclu. area E. of Hwy #25) COUNTIES:		
GROUP 1	23.61	7.55
GROUP 2	23.16	7.55
GROUP 3	22.99	7.55
GROUP 4	22.86	7.55
GROUP 5	20.29	7.55
GROUP 6	19.42	7.55
BENTON (Excluding E. of the western right-of-way of U.S. Hwy #10), CLAY, POLK & STEARNS (Excluding area E. of the Western right-of-way of Minn. Hwy #15) COUNTIES:		
GROUP 1	21.45	7.55
GROUP 2	20.52	7.55
GROUP 3	20.32	7.55
GROUP 4	20.21	7.55
GROUP 5	18.50	7.55
GROUP 6	17.90	7.55
POWER EQUIPMENT OPERATOR CLASSIFICATIONS		
GROUP 1 - Helicopter Pilot; *Crane with over 135' Boom, excluding Jib; Dragline, Crawler, Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.; & Pile Driving when 3 Drums are in use		
GROUP 2 - Cableway; Concrete Mixer, Stationary Plant over 34E; Derrick (Guy or Stiffleg) (Power) (Skids or Stationary); Diver Dragline, Crawler, Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Dredge or Engineers, Dredge (Power) & Engineer; Front End Loader, 5 cu. yds. & over; Grader or Motor Patrol, Finishing Earthwork & Bituminous; Locomotive Crane; Master Mechanic; Mixer (Paving) Concrete Paving, Road; Mole, including Power Supply; Mucking Machine, including Mucking Operations, Conway or similar type; Piledriving; Refrigeration Plant Engineer; Tandem Scraper; Tractor - Boom type; Truck Crane - Crawler		

Crane; & Tugboat 100 HP & over

GROUP 3 - Dual Tractor; Elevating Grader; Pumpcrete; Scraper - Struck Cap. 32 cu. yds. & over; & Self-propelled Traveling Soil Stabilizer

GROUP 4 - Air Track Rock Drill; Articulated Hauler Terex, Caterpillar or similar type; Asphalt Bituminous Stabilizer Plant; Automatic Road Machine (CMI or similar); Backfiller; Bituminous Roller (8 Tons & over); Bituminous Spreader & Finishing (Power); Boom Truck (Power operated Boom); Brokk or R.T.C. 750 Remote Control or Similar types with all attachments; Cat & Scraper; Cat Tractor with Rock Wagons or similar types; Challenger 75-D or 85-D when pulling Scraper or Bulldozer; Chip Harvester & Tree Cutter over 150 HP; Concrete Batch Plant; Concrete Mixer on jobsite over 14S; Concrete Mobile; Crushing Plant (Gravel & Stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Dope Machine (Pipeline); Drill Rigs, Heavy Rotary or Churn or Cable Drill; Fork Lift or Straddle Carrier; Fork Lift or Lumber Stacker; Front End Loader, over 1 cu. yd.; Hoist Engineer (Power); Hydraulic Tree Planter; Launcherman (Tankerman or Pilot License); Lead Greaser; Locomotive; Mechanic; Milling, Grinding & Planing Machine; Morbark Tub Grinder or Similar Type; Multiple Machines, such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine (Power Driven) Mighty Mite or similar type; Pickup Sweeper, 1 cu. yd. & over Hopper Cap.; Pipeline Wrapping, Cleaning or Bending Machine; Power Plant Engineer, 100 K.W.H. & over; Power Actuated Horizontal Boring Machine, over 6"; Pugmill; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Slip Form (Power Driven) (Paving); Tie Tamper & Ballast Machine; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; Trenching Machine (Sewer, Water, Gas); Well Point Installation; & Dismantling or Repair Mechanic

GROUP 5 - Air Compressor, 600 CFM or over; Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Bituminous Spreader & Bituminous Finishing Machine Tender (Power); Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, & Spray; Concrete Saw (Multiple Blade) (Power Operated); Form Trench Digger (Power); Front End Loader, up to & incl. 1 cu. yd.; Grader (Motor Patrol); Gunit Gunall; Hydraulic Log Splitter; Loader (Barber Greene or similar type); Payhauler or similar type; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with Blade - 200 HP & over; Shouldering Machine (Power) Apsco or similar type inclu. self-propelled Sand & Chip Spreader; Stump Chipper & Tree Chipper; Tractor Operator, Bulldozer, 50 HP or less; & Tree Farmer (Machine)

GROUP 6 - Challenger 75-D or 85-D when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fireman or Tank Car Heater; Gravel Screening Plant (Portable not Crushing or Washing); Greaser (Truck or Tractor); Leverman; Mechanic tender; Mechanic, Space Heater (Temporary Heat); Oiler (Power Shovel, Crane, Dragline); Power Sweeper; Roller on Gravel Compaction; Self-propelled

Vibrating Packer (35 HP & over); Sheep Foot Roller; Tractor,
 Wheel Type (over 50 HP); & Truck Crane Oiler
 *CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;
 CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:
 TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM
 UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):
 LEVEL A - \$1.25 PREMIUM
 LEVEL B - \$.90 PREMIUM
 LEVEL C - \$.60 PREMIUM

IRON0512M 05/01/2002

	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES		
IRONWORKERS	29.50	11.84

IRON0563L 05/01/2002

	Rates	Fringes
ST. LOUIS COUNTY:		
IRONWORKERS	23.78	12.70

IRON0793F 05/01/2002

	Rates	Fringes
CLAY & POLK COUNTIES		
IRONWORKERS	19.14	9.73

* LABO0010J 05/01/2002

	Rates	Fringes
LANDSCAPERS: Seeding, Sodding & Planting of evergreen & deciduous shrubs & trees	13.34	5.05

LABO0132I 01/01/2000

	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:		
LABORERS, Asbestos Abatement	19.16	6.62

* LABO0132M 05/07/2002

	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES		
LABORERS (Treatment Plants):		
GROUP 1	23.12	7.17
GROUP 2	23.62	7.17
GROUP 3	24.12	7.17

LABORERS CLASSIFICATIONS

GROUP 1 - Construction Craft Laborer; Flagperson/Traffic Control;
 Carpenter Tender; Concrete; Damp Proofer Below Grade; Drill
 Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater
 Tender; Hot Tar Caulker - Corker; Joist Handler; Material
 Handler - Power Buggy; Rebar; Snow Blower Operator; Signal

Person; Asbestos and Hazardous Waste Technician; Hydro Blast or Waterblast; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (Not including Patent" Scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Remote Control Tamper

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technical, including Cleaning, Cutting, Cameraing, etc.; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0132P 06/01/1999

	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
PLASTER TENDERS (Treatment Plants)	23.85	5.59

LABO0405D 05/01/1999

	Rates	Fringes
HOUSTON COUNTY:		
LABORERS (Treatment Plants):		
GROUP 1	15.49	4.89
GROUP 2	16.19	4.89
FLAGPERSON	13.66	4.89
OLMSTED COUNTY:		
LABORERS (Treatment Plants):		
GROUP 1	16.94	4.89
GROUP 2	17.64	4.89
FLAGPERSON	15.06	4.89

LABORER CLASSIFICATIONS

GROUP 1 - Construction; General; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Firewatch; Joist Handler; Material Handler - Power Buggy; Rebar; Signalperson; Snow Blower Operator; Demolition & Wrecking, Including Remodeling; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Remote Control Tamper

GROUP 2 - Pipe Rehab Technician, including Cleaning, Cutting, Cameraing, etc.; Caisson Work; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar,

Silent Dynamite, etc.

LABO0563C 05/01/2001

	Rates	Fringes
BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES:		
LABORERS (Treatment Plants):		
Total Construction Projects Over \$950,000:		
GROUP 1	18.02	6.72
GROUP 2	18.77	6.72
GROUP 3	19.02	6.72
FLAGPERSON	16.11	6.72
Total Construction Projects Under \$950,000:		
GROUP 1	16.27	6.72
GROUP 2	17.02	6.72
GROUP 3	17.27	6.72
FLAGPERSON	14.54	6.72

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Asbestos & Hazardous Waste Technician; Carpenter Tender; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Concrete; Damp Proofer Below Grade; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Drill Runner Tender; Dump Person - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker-Corker; Hydro Blast or Waterblaster; Joist Handler; Mason Tender; Material Handler - Power Buggy; Mortar Mixer - Cement or any other Substitute material or Composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Remote Control Tamper; Signal Person; Snow Blower Operator; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchperson - Gas, Electric, Thermal or similar device

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technician (Including Cleaning, Cutting, Cameraing, etc.); Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovel TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0580B 04/19/1999

	Rates	Fringes
CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:		
LABORERS (Treatment Plants)	14.05	4.34

LABORER CLASSIFICATIONS

Common; Concrete Bucket; Power Tool Operator; Mortar Mixer; Brick & Plasterers' Tender; Jackhammer Work; Hod Carrier; Non-Metallic Pipe Layer; Gas Line Wrapping or Taping; Cutting Torch for Demolition; Sandblaster & Gunnite Pot Tender; & Hose Tender

LABO1091B 05/01/1998

	Rates	Fringes
ST. LOUIS COUNTY (South of T 55 N):		
LABORERS (Treatment Plants):		

GROUP 1	15.95	5.39
GROUP 2	16.10	5.39
GROUP 3	16.35	5.39
GROUP 4	16.65	5.39
FLAGPERSON	14.05	5.39

LABORER CLASSIFICATIONS

GROUP 1 - General; Carpenter Tender; Concrete Laborer; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Rebar; Snow Blower Operator; Signalperson; Material Handler (All types Power Buggy); Fire Control; Asbestos Removal; & Hazardous Waste

GROUP 2 - Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Wrecking, Excluding Remodeling; Guniting, Sandblasting Machine Operator; Mason Tender; Mortar Mixer - Cement or any other substitute material or composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "patent" scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Hydroblast

GROUP 3 - Caisson Work; Nozzle Operator - Guniting, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheet Metal Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; & Hoist Carrier

GROUP 4 - Driller for Blasting Purposes; Dynamite Blasters or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.; Asbestos Abatement Worker; & Hazardous Waste Worker

* LABO1091D 05/01/2002

	Rates	Fringes
ST. LOUIS COUNTY (South of TR 55):		
LABORERS:		
Asbestos Abatement	20.80	7.41

LABO1097B 05/01/2001

	Rates	Fringes
POLK COUNTY (Excluding the city limits of East Grand Forks):		
LABORERS (Treatment Plants):		
Projects Under \$760,000 including Mechanical & Electrical:		
GROUP 1	13.48	5.06
GROUP 2	13.67	5.06
GROUP 3	13.84	5.06
FLAGPERSON	11.88	5.06
Projects \$760,000 & Over, including Mechanical & Electrical:		
GROUP 1	15.68	5.06
GROUP 2	16.08	5.06
GROUP 3	16.28	5.06
FLAGPERSON	13.98	5.06

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete & Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Signal Person;

& Snow Blower Operator; Chain Saw Operator; Concrete Vibrator; Demolition & Wrecking, Excluding Remodeling; Mason Tender; Mortar Mixer - Cement or Any Other Substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, Etc.; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); & Torch Person - Gas, Electric, Thermal or similar device; Scrapping, Sweeping & Clean-up; Skid Steer, Forklift (Incidental Use)

GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or Under Ground Floor without Conventional Floor Areas; Pipe-Rehab Technician, including Cleaning, Cutting, Camering, etc.; & Wall Mounted Saw Operator

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products; & Tovex TR, Water, Gas, Gel, Bristar, 0 Silent Dynamite, etc.

1 -----

2

3 LABO1097D 05/01/2001

4 Rates Fringes

5 ST. LOUIS COUNTY (North of T 55 N):

6

7 LABORERS (Treatment Plants):

8 GROUP 1 19.67 5.81

9 GROUP 2 20.07 5.81

0 GROUP 3 20.37 5.81

1 Flagperson 17.77 5.81

2 Refractory Worker 21.67 5.81

3

4 LABORERS CLASSIFICATIONS

5

6 GROUP 1 - Construction; Carpenter Tender; Concrete; Damp
7 Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete &
8 Cement; Heater Tender; Hot Tar Caulker - Corker; Joist
9 Handler; Material Handler - Power Buggy; Rebar; Signal Person;
0 & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator;
1 Demolition & Wrecking, Excluding Remodeling; Mason Tender;
2 Mortar Mixer - Cement or Any Other Substitute Material or
3 Composition; Pipe Handler; Pneumatic & Electric Tool,
4 Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator,
5 Etc.; Swing Stage Line Scaffold (Not including "Patent"
6 Scaffolding); & Torch Person - Gas, Electric, Thermal or
7 similar device; Scrapping, Sweeping & Clean-up; Skid Steer,
8 Forklift (Incidental Use)

9

0 GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill
1 Operator; Nozzle Operator - Gunite, Cement, Sandblasting;
2 Pipelayer; Sheeting Setter & Driver, Heavy Building
3 Excavation; Underground Work - Open Ditch or Excavation 8'
4 Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or
5 Under Ground Floor without Conventional Floor Areas; Pipe-
6 Rehab Technician, including Cleaning, Cutting, Camering, etc.;

7 & Wall Mounted Saw Operator

8

9 GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or

0

1 substitute products; & Tovex TR, Water, Gas, Gel, Bristar,

2 Silent Dynamite, etc.

3 -----

4

5 * LABO1097G 05/01/2002

6

Rates

Fringes

7 POLK COUNTY (Excluding the city limits of East Grand Forks);

8 & ST. LOUIS COUNTY (N. of TR 55, but excluding a 20-mile radius

9 of Grand Forks, North Dakota):

0

1 LABORERS:

2 Asbestos Abatement

20.80

7.41

3 -----

4

5 LABO99000 05/01/2002

6

Rates

Fringes

7 LABORERS (Heavy, Sewer & Water Lines):

8

9 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,

0 SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

1

2 GROUP 1

22.89

6.21

3 GROUP 2

23.09

6.21

4 GROUP 3

23.24

6.21

5 GROUP 4

23.34

6.21

6 GROUP 5

23.59

6.21

7 GROUP 6

24.89

6.21

8

9 BENTON & STEARNS COUNTIES:

0

1 GROUP 1

18.54

5.86

2 GROUP 2

18.74

5.86

3 GROUP 3

18.89

5.86

4 GROUP 4

18.99

5.86

5 GROUP 5

19.24

5.86

6 GROUP 6

20.54

5.86

7

8 CLAY (Excluding City Limits of Moorhead) & POLK (Excluding City

9 Limits of East Grand Forks) COUNTIES:

0

1 GROUP 1

15.74

5.21

2 GROUP 2

15.94

5.21

3 GROUP 3

16.09

5.21

4 GROUP 4

16.19

5.21

5 GROUP 5

16.44

5.21

6 GROUP 6

17.74

5.21

7

8 HOUSTON & OLMSTED COUNTIES:

9

0 GROUP 1

17.94

5.21

1 GROUP 2

18.14

5.21

2 GROUP 3

18.29

5.21

3	GROUP 4	18.39	5.21
4	GROUP 5	18.64	5.21
5	GROUP 6	19.94	5.21
6	GROUP 7	15.04	5.01

8 ST. LOUIS COUNTY (South of T. 55 N):

0	GROUP 1	22.17	5.46
1	GROUP 2	22.37	5.46
2	GROUP 3	22.52	5.46
3	GROUP 4	22.62	5.46
4	GROUP 5	22.87	5.46
5	GROUP 6	24.17	5.46

7 ST. LOUIS COUNTY (North of T. 55 N):

9	GROUP 1	21.62	6.51
0	GROUP 2	21.82	6.51
1	GROUP 3	21.97	6.51
2	GROUP 4	22.07	6.51
3	GROUP 5	22.32	6.51
4	GROUP 6	23.62	6.51

6 LABORER CLASSIFICATIONS

8 GROUP 1 - Construction; Bituminous Batchperson (Stationary
 9 Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee,
 0 Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement
 1 Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete
 2 Batchperson; Concrete Handler, Caisson, Footings, Columns,
 3 Piling, Slabs, etc.; Concrete Longitudinal Float Operator
 4 (Manual Bullfloat on Paving); Concrete Shoveler, Tamper &
 5 Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer
 6 Below Grade; Demolition of an entire Structural System,
 7 Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt,
 8 Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade
 9 Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster;
 0 Joint Filler (Concrete Pavement); Kettleperson (Bituminous or
 1 Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler;
 2 Pipelayer (\$1.00 Premium); Power Buggy Operator; Pump Operator
 3 (Less than 6"); Retaining Wall Installation; Sand Cushion
 4 Bedmaker; Service Connection Maker (Water, Gas); Signalperson;
 5 Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier &
 6 Guard Rail Installation; Squeegeeperson; Stabilizing
 7 Batchperson (Stationary Plant); Temporary Heaters & Blower
 8 Tender; Top Person (Sewer, Water or Gas Trench); Traffic
 9 Controller (Traffic Barriers) & Transit/Level; Flagperson.

1 GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or
 2 Remote Control); Concrete Drilling; Concrete Mixer Operator;
 3 Concrete Sawyer; Concrete Vibrator; Ditch & Other Work more than
 4 8' Below starting level of manual work; Formsetter; Joint
 5 Sawyer, Mortar; Pipe Fuser/Technician; Pneumatic Tools,
 6 Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote
 7 Control Demo Machine & Related Accessories
 8 (Electric/Hydraulic); Stone Tender/Mason Tender; & Torchperson

9 - Gas, Electric, Thermal or Similar Device

0

1 GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam
2 Work

3

4 GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than
5 8' Below starting level or manual Work); Cement Gun Operator
6 (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle
7 Operator (Guniting, Sandblasting, Cement)

8

9 GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer;
0 Tunnel Miner; Tunnel Miner Tender; Underground Laborer; &
1 Underpinning

2

3 GROUP 6 - Blasting Person (Dynamite or substitute Products); &
4 Tunnel Miner Under Pressure

5 -----

6

7 * LABO9900Q 05/01/2002

8

Rates

Fringes

9 LABORERS (Heavy, Sewer & Water Lines):

0

1 CLAY (City Limits of Moorhead) & POLK (City Limits of East Grand
2 Forks) COUNTIES:

3

4 GROUP 1	14.49	6.46
5 GROUP 2	14.69	6.46
6 GROUP 3	14.84	6.46
7 GROUP 4	14.94	6.46
8 GROUP 5	15.19	6.46
9 GROUP 6	16.49	6.46

0

1 LABORER CLASSIFICATIONS

2

3 GROUP 1 - Construction; Bituminous Batchperson (Stationary
4 Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee,
5 Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement
6 Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete
7 Batchperson; Concrete Handler, Caisson, Footings, Columns,
8 Piling, Slabs, etc.; Concrete Longitudinal Float Operator
9 (Manual Bullfloat on Paving); Concrete Shoveler, Tamper &
0 Puddler (Paving); Conduit Layer; Curb Setter; Damp-proofer Below
1 Grade; Demolition of an entire Structural System, Excluding
2 Remodeling; Drill Runner Tender; Dump Operator (Dirt, Paver,
3 Dumping Batch Truck, etc.); Fabric Installer; Grade Checker;
4 Hydrant & Valve Setter; Hydro Blast or Waterblaster; Joint Filler
5 (Concrete Pavement); Kettleperson (Bituminous or Lead); Labor
6 Wrecking Demolition; Mortar Mixer; Pipe Handler; Pipelayer (\$1.50
7 Premium); Power Buggy Operator; Pump Operator (Less than 6");
8 Retaining Wall Installation; Sand Cushion Bedmaker; Service
9 Connection Maker (Water, Gas); Signalperson; Slip Lining of
0 Utility Lines; Soil Stabilizer; Sound Barrier & Guard Rail
1 Installation; Squeegeeperson; Stabilizing Batchperson
2 (Stationary Plant); Temporary Heaters & Blower Tender; Top Person
3 (Sewer, Water or Gas Trench); Flagperson/ Traffic Controller
4 (Traffic Barriers) & Transit/Level

5
6 GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or
7 Remote Control); Concrete Drilling; Concrete Mixer Operator;
8
9 Concrete Sawyer; Concrete Vibrator; Ditch & Other Work more than
0 8' Below starting level of manual work; Formsetter; Joint Sawyer,
1 Mortar; Pipe Fuser/Technician; Pipe Rehab Technician, including
2 Cleaning, Cutting, Cameraing, etc.; Pneumatic Tools, Jackhammer,
3 Paving Buster, Chipping Hammer, etc.; Remote Control Demo Machine
4 & Related Accessories (Electric/ Hydraulic); Stone Tender/Mason
5 Tender; & Torchperson - Gas, Electric, Thermal or Similar Device
6
7 GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam
8 Work
9
0 GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than
1 8' Below starting level or manual Work); Cement Gun Operator (1
2 1/2" or Over); Driller - Air Track or Similar; & Nozzle Operator
3 (Guniting, Sandblasting, Cement)
4
5 GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer;
6 Tunnel Miner; Tunnel Miner Tender; Underground Laborer; &
7 Underpinning
8 GROUP 6 - Blasting Person (Dynamite or substitute Products);
9 Tunnel Miner Under Pressure

0 -----

1
2 PAIN0061F 05/01/2000
3
4 CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES:
5
6 PAINTERS:
7 GROUP 1 23.50 8.28
8 GROUP 2 17.63 8.28
9 GROUP 3 24.25 8.28

0
1 PAINTER CLASSIFICATIONS
2
3 GROUP 1 - Brush; Drywall Finisher; & Paperhanger
4 GROUP 2 - Drywall Sander
5 GROUP 3 - Sandblaster; Spray; Swing Stage; Boatswain Chair;
6 Window Jack; Safety Belt; Erected Structural Steel; Bridges;
7 & Application of Epoxy Materials & Materials containing over
8 50% Creosote

9 -----

0
1 PAIN0106I 05/01/2001
2
3 ST LOUIS COUNTY
4
5 GLAZIERS 20.11 7.24+a
6

7 FOOTNOTE:
8 a. 1 to 4 years' service - 1 week's paid vacation; 5 to 11
9 years' service - 2 weeks' paid vacation; 11 years' service
0 or more - 3 weeks' paid vacation

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1 -----
2
3 PAIN0106J 05/01/2001
4
5 Rates Fringes
6 ST. LOUIS COUNTY:
7
8 PAINTERS:
9 REPAINT:
0 Brush & Roller 21.23 7.73
1 Paperhanger, Spray, Steel,
2 and Taper 21.83 7.73
3 New:
4 Brush; Roller 22.73 7.73
5 Paperhanger, Spray, Steel,
6 and Taper 23.33 7.73
7 -----
8
9 PAIN0386I 05/01/2000
0
1 Rates Fringes
2 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (South & East
3 of a line drawn between the town of Santiago in Sherburne County
4 and the town of Clearwater in Wright County) & WRIGHT COUNTIES:
5
6 PAINTERS:
7 Brush; Roller; & Wallpaper Hanger 24.31 7.72
8 Spray; Steel; Sandblaster; Swing
9 Stage & Epoxy 25.06 7.72
0 -----
1
2 PAIN0386J 05/01/2000
3
4 Rates Fringes
5 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (South & east
6 of a line drawn between the town of Santiago, Sherburne County
7 and the town of Clearwater, Wright County) & WRIGHT COUNTIES:
8
9 PAINTERS:
0 Drywall Taper/Finisher 23.97 7.85
1 Sander 17.98 7.85
2 -----
3
4 PAIN0681E 05/01/2001
5
6 Rates Fringes
7 HOUSTON & OLMSTED COUNTIES:
8
9 CORPORATE CITY LIMITS OF ROCHESTER, OLMSTED COUNTY:
0
1 PAINTERS:
2 Brush & Roller 22.13 6.07
3 Paperhanger & Steel 22.38 6.07
4 Sandblasting & Spray 22.63 6.07
5 Stageman & Beltman 23.13 6.07
6
7 REMAINING AREA:
8
9 $600,000 & over in volume including Electrical & Mechanical:

```

7
8 PAINTERS:
9 Brush & Roller 22.13 6.07
0 Paperhanger & Steel 22.38 6.07
1 Sandblasting & Spray 22.63 6.07
2
3 Stageman & Beltman 23.13 6.07
4
5 Under \$600,000 in volume including Electrical & Mechanical:
6
7 PAINTERS:
8 Brush & Roller 18.81 6.07
9 Paperhanger & Steel 19.02 6.07
0 Sandblasting & Spray 19.24 6.07
1 Stageman & Beltman 19.66 6.07
2
3 APPLICATION OF EPOXY, CREOSOTE OR ALL OTHER HIGHLY TOXIC
4 MATERIALS - \$.25 PREMIUM
5 -----
6
7 PAIN0681H 05/01/2001
8 Rates Fringes
9 HOUSTON & OLMSTED COUNTIES:
0
1 DRYWALL FINISHERS 21.74 6.07
2 DRYWALL SANDERS 16.31 6.07
3 -----
4
5 PAIN0880A 05/01/1999
6 Rates Fringes
7 SIGN PAINTERS 21.12 2.08+a+b
8
9 FOOTNOTES:
0 a. 8 Paid Holidays: New Year's Day; Memorial Day;
1 Independence Day; Labor Day; Thanksgiving Day; the Day After
2 Thanksgiving; the last working Day Before Christmas; &
3 Christmas Day
4
5 b. Vacation Pay: 3 yrs' service - 2 wks' paid vacation; 6 yrs'
6 service - 3 wks' paid vacation; 15 yrs' service - 4 wks' paid
7 vacation
8 -----
9
0 * PAIN0884F 06/01/2002
1 Rates Fringes
2 PAINTERS:
3
4 BENTON, SHERBURNE (Western one-half, North & West of a line drawn
5 between the city of Santiago in Sherburne County & the city of
6 Clearwater in Wright County) & STEARNS COUNTIES:
7
8 Projects Under \$8,000.00:
9 GROUP 1 16.00 7.06
0 GROUP 2 16.00 7.06
1 GROUP 3 16.61 7.06
2

3	All Other Work:		
4	GROUP 1	20.01	7.06
5	GROUP 2	20.01	7.06
6	GROUP 3	20.76	7.06

8 CLAY & POLK COUNTIES:

0 Projects Under \$8,000.00:

1	GROUP 1	14.41	1.87
2	GROUP 2	15.21	6.34
3	GROUP 3	15.16	1.87

5 All Other Work:

6	GROUP 1	18.01	1.87
7	GROUP 2	19.01	6.34
8	GROUP 3	18.76	1.87

0 PAINTER CLASSIFICATIONS

2 GROUP 1: Brush & Roller

4 GROUP 2: Drywall Taper & Finisher

6 GROUP 3: Spray; Two Component Paints; Epoxies; Sandblasting &
 7 Rigging; Bridge Painting; Work done on Swing Scaffolding,
 8 Safety Harness, Boatswain's Chair, Coverings & Erection of
 9 Scaffolding for same, Work on Erected Structural Steel, Storage
 0 Bins, Tanks, Abrasive Blasting; Steeple Jack Work which applies
 1 to Smokestacks, Elevated Tanks & Erected Towers over 35 ft. &
 2 Flag Poles; & Structural Supports

5 PAIN1324E 06/01/1999

6		Rates	Fringes
7	ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON,		
8	ISANTI, OLMSTED, POLK, RAMSEY, SCOTT, SHERBURNE, STEARNS,		
9	WASHINGTON & WRIGHT COUNTIES:		

1	GLAZIERS	24.31	7.89
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4 PLAS0265D 06/01/2000

5		Rates	Fringes
6	ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,		
7	SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		

9	PLASTERERS	24.88	8.35
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2 PLAS6330I 05/01/2000

3		Rates	Fringes
4	ST. LOUIS COUNTY (South of T 55N):		

6	CEMENT MASONS (Treatment Plants)	21.34	8.15
---	----------------------------------	-------	------

9 PLAS6330J 05/01/2000

0 Rates Fringes

1 HOUSTON & OLMSTED COUNTIES:

2

3 CEMENT MASONS (Treatment Plants): 23.29 4.37

4 -----

5

6 PLAS6330K 05/01/2000

7 Rates Fringes

8 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,

9 SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

0

1 CEMENT MASONS (Treatment Plants) 24.99 7.96

2 -----

3

4 PLAS6330L 05/01/2000

5 Rates Fringes

6 ST. LOUIS COUNTY (North of T 55N):

7

8 CEMENT MASONS (Treatment Plants) 18.20 9.00

9 -----

0

1 PLAS6330M 05/01/2000

2 Rates Fringes

3 ST. LOUIS COUNTY:

4

5 PLASTERERS 19.62 8.70

6 -----

7

8 PLAS6330N 06/01/2000

9 Rates Fringes

0 HOUSTON & OLMSTED COUNTIES:

1

2 PLASTERERS 25.25 2.40

3 -----

4

5 PLAS6330O 05/01/2000

6 Rates Fringes

7 ST. LOUIS COUNTY (South of T 55N):

8

9 CEMENT MASONS (Heavy, Sewer & Water
0 Lines) 20.33 10.70

1 -----

2

3 PLAS6330P 05/01/2000

4 Rates Fringes

5 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,

6 SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

7

8 CEMENT MASONS (Heavy, Sewer & Water
9 Lines) 23.79 7.96

0 -----

1

2 PLAS6330Q 05/01/2000

3 Rates Fringes

4 ST. LOUIS COUNTY (North of T 55N):

```

5
6 CEMENT MASONS (Heavy, Sewer & Water
7 Lines)                                18.20                9.00
8 -----
9
0 PLAS6330R  05/01/2000
1
2                                Rates                Fringes
3 HOUSTON & OLMSTED COUNTIES:
4
5 CEMENT MASONS (Heavy, Sewer & Water
6 Lines)                                22.69                4.75
7 -----
8
9 PLAS6330U  07/01/1999
0
1                                Rates                Fringes
2 POLK COUNTY:
3
4 CEMENT MASONS (Treatment Plants)      18.35                5.80
5 -----
6
7 PLAS6330W  05/01/2000
8
9                                Rates                Fringes
0 BENTON, CLAY & POLK COUNTIES:
1
2
3 PLASTERERS                            17.75                4.65
4 -----
5
6 PLUM0006E  08/01/2001
7
8                                Rates                Fringes
9 HOUSTON COUNTY:
0
1 PIPEFITTERS; PLUMBERS; & STEAMFITTERS:
2 Mechanical Contracts Up to
3 $75,000.00                            22.93                8.35
4 All Other Mechanical Contracts        28.66                8.35
5 -----
6
7 OLMSTED COUNTY:
8
9 PIPEFITTERS; PLUMBERS; &
0 STEAMFITTERS                            22.93                8.35
1 -----
2
3 PLUM0011H  05/01/2001
4
5                                Rates                Fringes
6 ST. LOUIS COUNTY (South of an east-west line drawn through
7 Cotton)
8
9 PLUMBERS, PIPEFITTERS,
0 and STEAMFITTERS                        26.35                9.15
1 -----
2
3 PLUM0015E  05/01/2001
4
5                                Rates                Fringes
6 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (East of a line
7 running northeasterly from the point of Wright County that lies

```

1 furthest north to that point of Mille Lacs County that is south
2 by west) & WRIGHT COUNTIES:

3			
4	PLUMBERS	27.70	9.17+a
5			

6 FOOTNOTE:

7 a. Paid Holiday: Labor Day

8
9 -----

0			
1	PLUM0015F 05/01/2001		
2		Rates	Fringes
3	BENTON & STEARNS COUNTIES		
4			
5	PLUMBERS	25.80	9.71+a
6			

7 FOOTNOTE:

8 a. Paid Holiday: Labor Day

9 -----

0			
1	PLUM0034E 05/01/2001		
2		Rates	Fringes
3	CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES		
4			
5	PLUMBERS	28.90	9.68+a
6			

7 FOOTNOTE:

8 a. 1 Paid Holiday: Labor Day

9 -----

0			
1	PLUM0126E 05/15/2001		
2		Rates	Fringes
3	CLAY & POLK COUNTIES:		
4			
5	PLUMBERS & STEAMFITTERS:		
6	Mechanical Projects		
7	under \$2,000,000	25.11	7.93
8	Mechanical Projects		
9	\$2,000,000 and above	27.51	7.93
0			

1			
2	PLUM0417B 06/01/2001		
3		Rates	Fringes
4	ANOKA, DAKOTA, HENNEPIN, RAMSEY, SCOTT & WASHINGTON COUNTIES:		
5			
6	SPRINKLER FITTERS	29.42	11.17+a
7			

8 FOOTNOTE:

9 a. 6 Paid Holidays: Memorial Day; July 4th; Friday before
0 Labor Day; Labor Day; Columbus Day; & Thanksgiving Day

1 -----

2			
3	PLUM0455F 05/01/2001		
4		Rates	Fringes
5	CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES		
6			

7	PIPEFITTERS & STEAMFITTERS	29.10	10.10
8	-----		
9			
0	PLUM0539G 05/01/2001		
1		Rates	Fringes
2	ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (East of a line		
3	running North-Easterly from the point of Wright Co.that lies		
4	furthest North to that point of Mille Lacs that is South by West)		
5			
6	& WRIGHT COUNTIES:		
7			
8	PIPEFITTERS	29.77	9.51
9	-----		
0			
1	PLUM0539L 05/01/2001		
2		Rates	Fringes
3	BENTON, SHERBURNE (West of a line running North-Easterly from		
4	point of Wright Co. lies furthest North to point of Mille Lacs		
5	that is South by West) & STEARNS COUNTIES:		
6			
7	PIPEFITTERS	23.72	11.83
8	-----		
9			
0	PLUM0589E 06/01/2001		
1		Rates	Fringes
2	ST. LOUIS COUNTY (North of an East-West line drawn through		
3	Cotton)		
4			
5	PIPEFITTERS; PLUMBERS; &		
6	STEAMFITTERS	23.62	11.42
7	-----		
8			
9	ROOF0096U 06/01/1998		
0		Rates	Fringes
1	ROOFERS:		
2	HOUSTON COUNTY	16.01	3.92
3	OLMSTED COUNTY	17.34	3.92
4	-----		
5			
6	ROOF0096V 07/01/2000		
7		Rates	Fringes
8	ST. LOUIS COUNTY (South of Hwy 16, excluding city of Forbes):		
9			
0	ROOFERS	22.20	7.15
1	-----		
2			
3	ROOF0096W 05/01/2000		
4		Rates	Fringes
5	ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI (South of State		
6	Highway #95, including Cambridge), RAMSEY, SCOTT, WASHINGTON &		
7	WRIGHT (South of County Road #39) COUNTIES:		
8			
9	ROOFERS	24.94	7.63+a
0			
1	FOOTNOTE:		
2	a. 1 Paid Holiday: Labor Day		

```

3 -----
4
5 ROOF0096X 06/01/2000
6
7          Rates          Fringes
8 BENTON, ISANTI (North of State Highway #95, excluding Cambridge),
9 SHERBURNE, STEARNS & WRIGHT (North of Wright County Road #39,
0 from South Haven to Monticello, including both towns) COUNTIES:
1 ROOFERS          21.50          5.45
2
3 -----
4
5 ROOF0096Y 05/01/2000
6
7          Rates          Fringes
8 ST. LOUIS COUNTY (Northern two-thirds):
9 ROOFERS          18.20          5.20
0 -----
1
2 ROOF0214B 04/01/1998
3
4          Rates          Fringes
5 CLAY & POLK COUNTIES:
6 ROOFERS          10.83
7 -----
8
9 SFMN0669D 04/01/2002
0
1          Rates          Fringes
2 BENTON, CARVER, CHISAGO, CLAY, HOUSTON, ISANTI, OLMSTED, POLK,
3 SHERBURNE, ST. LOUIS, STEARNS & WRIGHT COUNTIES:
4 SPRINKLER FITTERS          27.76          8.05
5 -----
6
7 * SHEE0010U 05/01/2002
8
9          Rates          Fringes
0 BENTON, SHERBURNE & STEARNS COUNTIES
1 SHEET METAL WORKERS          26.07          10.53
2 -----
3
4 * SHEE0010V 01/01/2002
5
6          Rates          Fringes
7 CLAY COUNTY
8 SHEET METAL WORKERS          19.10          6.73
9 -----
0
1 SHEE0010W 05/01/2000
2
3          Rates          Fringes
4 ST. LOUIS COUNTY (Southern one-third):
5 SHEET METAL WORKERS          24.28          9.88
6 -----
7
8 SHEE0010X 05/01/2001

```

	Rates	Fringes
ST. LOUIS COUNTY (Northern two-thirds)		
SHEET METAL WORKERS	24.83	9.57

SHEE0010Y 05/01/2001		
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, WASHINGTON & WRIGHT COUNTIES		
SHEET METAL WORKERS	28.26	10.68+a
FOOTNOTE:		
a. Paid Holiday: Labor Day		

* SHEE0010Z 05/01/2002		
OLMSTED COUNTY		
SHEET METAL WORKERS	25.76	9.62

SHEE1000A 05/01/1999		
HOUSTON COUNTY:		
SHEET METAL WORKERS:		
Sheet Metal Installations of		
\$50,000.00 & Under	17.53	6.49
All Other Work	19.69	6.49

* SHEE1000E 01/01/2002		
CLAY COUNTY		
SHEET METAL WORKERS	19.46	6.38

TEAM0132F 05/01/2000		
CHISAGO (Northern half) & ISANTI COUNTIES:		
TRUCK DRIVERS (Treatment Plants)	23.08	

TEAM0160I 05/01/2000		
TRUCK DRIVERS (Heavy, Sewer & Water Lines):		
ANOKA, CARVER, CHISAGO (S. of T. 34-N), DAKOTA, HENNEPIN, RAMSEY, ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
GROUP 1	19.80	5.70

5	GROUP 2	19.25	5.70
6	GROUP 3	19.15	5.70
7	GROUP 4	18.90	5.70

8

9 BENTON, CHISAGO (N. of T. 34-N), CLAY, ISANTI, POLK & STEARNS

0 COUNTIES:

1

2	GROUP 1	16.32	5.70
3	GROUP 2	15.81	5.70
4	GROUP 3	15.66	5.70

5

6	GROUP 4	15.66	5.70
---	---------	-------	------

7

8 HOUSTON & OLMSTED COUNTIES:

9

0	GROUP 1	18.00	5.70
1	GROUP 2	17.45	5.70
2	GROUP 3	17.35	5.70
3	GROUP 4	17.15	5.70

4

5 TRUCK DRIVER CLASSIFICATIONS

6

7 GROUP 1 - Boom; Mechanic; Off-Road, including Articulated Dump
 8 Truck; Tractor Trailer; Truck Driver (Operation of Hand & Power
 9 Operated Winch); & Winches

0

1 GROUP 2 - Tri Axles (Including Four Axles)

2

3 GROUP 3 - Bituminous Distributor; Bituminous Distributor (One
 4 man operation); Tandem Axles; & Single Axles

5

6 GROUP 4 - Bituminous Distributor Spray Operator (Rear End
 7 Oiler); Dumpman; Pilot Car; Self-propelled Packer; Slurry
 8 Operator; Tank Truck Tender (Gas, Oil, Road Oil & Water);
 9 Tractor Operator (Wheel type used for any purpose)

0

1 THE FOLLOWING CLASSIFICATIONS SHALL COME UNDER THE APPROPRIATE
 2 AXLE RATE WAGE GROUP:

3 "A" Frame; Dry Batch Hauler; Ready-Mix Concrete; Slurry;
 4 Tank (Gas, Oil, Road Oil & Water)

5

6

7 TEAM0221D 05/30/1998

8

	Rates	Fringes
9 LANDSCAPE - SOD, TREES, SHRUBS & BLACK DIRT:		
0 Single Axles & Farm Tractors	12.15	4.00
1 Tandem Axles	12.30	4.00
2 Truck-Train Combination	12.45	4.00

3

4

5 TEAM0346D 05/01/1998

6

	Rates	Fringes
7 ANOKA, CARVER, CHISAGO (Southern half), DAKOTA, HENNEPIN, RAMSEY, 8 ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		

9

0 TRUCK DRIVERS (Treatment Plants):

1	GROUP 1 - Boom Truck Operator	19.55	4.50
2	GROUP 2 - Ready-Mix; Tractor-Trailer	19.00	4.50
3	GROUP 3 - Mechanic; Fork Lift		
4	Operator; & Tandem or 3 Axles	18.90	4.50
5	GROUP 4 - Farm Tractor; Single or		
6	2 Axles; & Dumps	18.65	4.50
7	-----		
8			
9	TEAM0405C 05/01/1999		
0		Rates	Fringes
1			
2	HOUSTON COUNTY		
3			
4	TRUCK DRIVERS (Treatment Plants)	15.49	
5			
6	OLMSTED COUNTY		
7			
8	TRUCK DRIVERS (Treatment Plants)	16.94	
9	-----		
0			
1	TEAM0563C 05/01/1999		
2		Rates	Fringes
3	BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES:		
4			
5	TRUCK DRIVERS (Treatment Plants):		
6	Total Construction Projects of		
7	Over \$950,000.00	15.59	
8	Total Construction Projects		
9	Under \$950,000.00	13.84	
0	-----		
1			
2	TEAM0580C 04/19/1999		
3		Rates	Fringes
4	CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:		
5			
6	TRUCK DRIVERS (Treatment Plants)	14.05	
7	-----		
8			
9	TEAM1097B 05/01/1999		
0		Rates	Fringes
1	POLK COUNTY (Excluding the city limits of East Grand Forks):		
2			
3	TRUCK DRIVERS (Treatment Plants):		
4	Under \$760,000.00, including		
5	Mechanical & Electrical	11.86	
6			
7	\$760,000.00 & Over, including		
8	Mechanical & Electrical	13.95	
9	-----		
0			
1	WELDERS - Receive rate prescribed for craft performing operation		
2	to which welding is incidental.		
3	=====		
4			
5	Unlisted classifications needed for work not included within		
6	the scope of the classifications listed may be added after		

7 award only as provided in the labor standards contract clauses
8 (29 CFR 5.5(a)(1)(v)).

9 -----
0 In the listing above, the "SU" designation means that rates
1 listed under that identifier do not reflect collectively
2 bargained wage and fringe benefit rates. Other designations
3 indicate unions whose rates have been determined to be
4 prevailing.

5
6 WAGE DETERMINATION APPEALS PROCESS

7
8 1.) Has there been an initial decision in the matter? This can
9 be:

- 0
1 * an existing published wage determination
2 * a survey underlying a wage determination
3 * a Wage and Hour Division letter setting forth a
4 position on a wage determination matter
5 * a conformance (additional classification and rate)
6 ruling

7
8 On survey related matters, initial contact, including requests
9 for summaries of surveys, should be with the Wage and Hour
0 Regional Office for the area in which the survey was conducted
1 because those Regional Offices have responsibility for the
2 Davis-Bacon survey program. If the response from this initial
3 contact is not satisfactory, then the process described in 2.)
4 and 3.) should be followed.

5
6 With regard to any other matter not yet ripe for the formal
7 process described here, initial contact should be with the Branch
8 of Construction Wage Determinations. Write to:

9
0 Branch of Construction Wage Determinations
1 Wage and Hour Division
2 U. S. Department of Labor
3 200 Constitution Avenue, N. W.
4 Washington, D. C. 20210

5
6 2.) If the answer to the question in 1.) is yes, then an
7 interested party (those affected by the action) can request
8 review and reconsideration from the Wage and Hour Administrator
9 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

0
1 Wage and Hour Administrator
2 U.S. Department of Labor
3 200 Constitution Avenue, N. W.
4 Washington, D. C. 20210

5
6 The request should be accompanied by a full statement of the
7 interested party's position and by any information (wage payment
8 data, project description, area practice material, etc.) that the
9 requestor considers relevant to the issue.

0
1 3.) If the decision of the Administrator is not favorable, an
2 interested party may appeal directly to the Administrative Review

3 Board (formerly the Wage Appeals Board). Write to:

4

5 Administrative Review Board

6 U. S. Department of Labor

7 200 Constitution Avenue, N. W.

8

9 Washington, D. C. 20210

0

1 4.) All decisions by the Administrative Review Board are final.

2 END OF GENERAL DECISION

5. Changes to Section 00830

Remove Attachment 3, "BNSF Railroad Agreement" (Exhibit "C") in its entirety and replace with revised version which is attached to and is part of this amendment.

6. The Following Specification Changes are incorporated:

- a) Section 01000, Paragraph 3.2.1.2, 3. Replace the paragraph in its entirety with the following:

“3. In accordance with SECTION 5 of the BNSF Railroad Agreement, Specification Section 00830, ATTACHMENTS, the Railway has specifically authorized in advance the 24-hour track outage period, of which fourteen (14) hours has been reserved for the Contractor to accomplish their required work. If the Contractor has not completed the required work on the stoplog closures within the fourteen (14) hour period, he will cause train delays. The Contractor will be required to pay the BNSF Railroad Company for any train delays as indicated in SECTION 5 of the BNSF Railroad Agreement.”

- b) SECTION 01000, Para. 3.2.1.2, 1. Add to end of paragraph

“Construction accomplished during the single track outage shall include all portions of the three closures that must be built with the track removed. All other portions of the closures must be constructed in compliance with BNSF flagging and other contractor requirements as indicated in Section 00830: ATTACHMENTS, and agreed to in the Contractor’s Right-of-Entry.”

- c) Specification Section 01000, Paragraph 3.8.1.2 C. Change “Pump Controller Systems listed below will be supplied.” To “Pump Controller Systems listed below will be supplied by Scipar Inc., 26 West Spring Street, Buffalo, NY 14231.”

- d) Specification Section 01000, In paragraph 3.8.1.2, add paragraph D for additional Government property as follows: “D. Generator exhaust damper and damper motor and actuator for pump station K14 shall be Government furnished. This equipment is currently available and is located at the Grand Forks Water Treatment plant. The damper is Greenheck Model HCD-140. Shop drawings of the damper and motor/actuator will be furnished to the Contractor after bid opening and award.”

- e) Specification Section 01270, paragraph 1.2.11.1, Line 8. Add “for K 14 gated manhole” after “sluice gate and frame”.

- f) Specification Section 01270, paragraph 1.2.10.1, Line 13. Remove “insurance”. Add to the end of the same sentence (line 14) to read, “... railroad agreement, with the exception of railroad liability insurance.”

- g) Specification Section 01270. Add new paragraph 1.2.41, “Railroad Liability Insurance” as follows:

“1.2.41 Railroad Liability Insurance

1.2.41.1 Payment

Payment will be made for all costs associated with obtaining liability insurance to satisfy the terms of SECTION 2.(a) of the BNSF Railroad Agreement (Attachment 3 in SECTION 0830, ATTACHMENTS). The pay item will include the entire cost associated with obtaining Railroad Protective Liability insurance specified in Section 2.(a)(4), the added cost increment above the Contractor's normal General Liability insurance cost for meeting the requirement of Section 2.(a)(2), and any additional cost increments to meet the insurance requirements of this section that are not necessary for work outside of the railroad right-of-way."

1.2.41.2 Unit of Measurement

Unit of Measure: Lump Sum"

- h) Specification Section 02630, paragraph 1.2 Submittals. Insert new paragraph after "PROCEDURES:" and before "SD-08 Statements" as follows:
"SD – 04 Drawings

Flap Gate for Gravity Flow; GA

Shop drawings shall include manufacturer's descriptive and technical literature, catalog cuts, and material designations for gravity flow flap valve."

- i) Specification Section 02630, insert paragraph 2.7 as follows:

"2.7 FLAP GATE FOR GRAVITY FLOW

Circular flap gate for gravity flow drainage closure, at HW 1EV in Reach 1, shall consist of cast iron, ASTM A-126 Class B, material flap and frame construction with separate hinge arms utilizing upper and lower pivot points that connect the flap gate frame to the flap cover. Hinge link bushings and washers shall be commercial bronze. All pivot pins shall be stainless steel Type 304 and all pivot points shall have lubrication fittings provided. The hinge arms shall be galvanized steel ASTM A-36, and all cast iron components shall be painted with the manufacturer's standard paint system. The pivot lug shall be made of ductile iron ASTM A-536 Grade 65-42-12. Flap gate seat shall be furnished with either bronze seats attached on frame and cover or resilient seat in the flap cover. The flap gate mounting shall be flat back with stainless steel anchor bolts embedded in the headwall and silicon bronze nuts used to secure the gate to the concrete head wall. The gate shall be suitable for seating heads up to 25 feet with seal mounting surfaces at a minimum 2 - 1/2 degrees from the vertical plane to insure positive seating. The pivot points will include means to adjust the location of the flap cover to insure seating surfaces are in a true plane to each other. The use of single

pivot integral cast hinge arms on the flap cover without adjustment means shall not be permitted. Flap gates shall be similar or equal to Waterman F-25 as manufactured by Waterman Industries, Exeter, CA. 93221, Rodney-Hunt FV-AC as manufactured by Rodney-Hunt Company, Orange, MA, or approved equal.”

- j) Specification Section 05055, Add paragraph 3.3.3 as follows:

“3.3.3 Field assembly of closure stoplogs.

The stoplogs, including support mechanisms, at each roadway closure site shall be assembled completely, to full height, to demonstrate the assembly procedure, adequacy of fit of the matching and sealing surfaces and to confirm that all of the parts are present. Due to the time constraints in the construction of the railroad closures, the stoplog system for the railroad closures need only have the bottom log set to confirm seat seal alignment and for length fit. The site assembly shall be performed in the presence of the Contracting Officer and City representative(s) unless waived in writing. City staff that will participate in the operation of the closures would benefit from observing the site assembly.”

7. The Following Drawing Changes are incorporated:
- a) Drawing 64/999, Coordinate F-3, Plan. Replace “FES 1EV” with “HW1EV”. Delete flared end section FES1EV and construct concrete headwall and flap gate as shown in the attached drawing (filename: gate dwg2.pdf).
 - b) Drawing 64/1039, Coordinate G-4, Profile for Drainage from Business Hwy 2 to Red Lake River. Replace “FES 1EV” with “HW1EV”. Delete flared end section FES1EV and construct concrete headwall and flap gate as shown in the attached drawing.
 - c) Drawing 64/1043, Reach 1 Storm Sewer Structure Schedule, Coordinate A-3, in column labeled “Catch Basin or Manhole No.”. Change “FES 1EV”, to “HW1EV”.
 - d) Drawing 64/1043, Reach 1 Storm Sewer Structure Schedule, Coordinate E-3, in column labeled “Length”, and the row for “FES 1EV”, change “FES” to “Headwall”.
 - e) Drawing 64/1043, Reach 1 Storm Sewer Structure Schedule, Coordinate G-3, in column labeled “Remarks” and the row for “FES 1EV”, change “Tie Last 3 Pipe Joints” to “Tie Last 3 Pipe Joints. Install Flap Gate”.
 - f) Drawing 64/1043, Coordinate F-1, Under References. Add reference 6 as follows: “6. Utility Details 64/1047”.
 - g) Drawing 64/1064, Coordinate H-2, Under “Roadway Closures” Table. Change number of “Roadway Stoplogs, 20’ – 0” from “21” to “95”.
 - h) Drawing 64/1089, Coordinate A-2, Under “Intake Damper” add the additional wording: “See Note 4”.
 - i) Drawing 64/1089, Coordinate C-2, Under “Exhaust Damper” add the additional wording: “See Note 5”.
 - j) Drawing 64/1089, Coordinate A-1, Add additional Note 4 as follows: “Intake damper shall be recessed in the block wall and designed to work in conjunction with Louver L-2. The outside of the damper shall be flush with the interior block wall except for the damper motor and actuator assembly. The damper motor shall be connected to the damper with a linkage system designed by the damper manufacturer. The damper shall be a maximum of 8 inches in depth. Damper shall be designed for a velocity of 2,500 feet per minute and a maximum flow of 56,000 cubic feet per minute. Damper blades shall be extruded aluminum. Frame material shall be galvanized steel.”
 - k) Drawing 64/1089, Coordinate A-1, Add additional Note 5 as follows: “Exhaust damper and damper motor/actuator shall be Government furnished. Damper is manufactured by Greenheck and is Model HCD-140. The damper motor and actuator are Belimo Model AF120. The damper size is 48 inches wide by 78 inches high and 10 inches deep.”

- l) Drawing 64/1094, Coordinate H-5. Change "60A C.B. 1P" to "70A C.B. 2P".
- m) Drawing 64/1095, Distribution Board - DP table, Coordinate A-4. For CKT NO 37, change TRIP AMPS from "60" to "70" and change NO POLES from "1" to "2".

8. In Box 10 of Standard Form 1442, the Small Business Size Standard is changed from \$27,500,00 to \$28,500,000.

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT
FOR CONSTRUCTION PROJECTS ON OR ADJACENT TO PROPERTY OF
THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**

Gentlemen:

The undersigned, hereinafter referred to as Contractor, has entered into a Contract dated _____, 2001, with the United States of America acting through the Army Corps of Engineers for the construction of the East Grand Forks Phase II Flood Control Measures ("Flood Control Measures") in connection with the Grand Forks/East Grand Forks Flood Damage Reduction Project. The construction of the Flood Control Measures will necessarily require the Contractor to conduct operations within THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY ("Railway"), right of way and property ("Railway Property"). The Contract provides that no work shall be commenced within Railway Property until the Contractor employed in connection with said work executes and delivers to Railway an Agreement, in the form hereof, and shall have provided insurance of the coverage and limits specified in said Contract and Section 2 of this Agreement. If this Agreement is executed by other than the Owner, General Partner, President or Vice President of Contractor, evidence is furnished to you herewith certifying that the signatory is empowered to execute this Agreement for the Contractor.

Accordingly, as one of the inducements to and as part of the consideration for Railway granting permission to Contractor to enter upon Railway Property, Contractor, effective on the date of said Contract, has agreed and does hereby agree with Railway as follows:

SECTION 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor agrees to release Railway from any claims arising from the performance of this Agreement which Contractor or any of its employees, subcontractors, agents or invitees could otherwise assert against Railway, regardless of the negligence of Railway, except to the extent that such claims are proximately caused by the intentional misconduct or gross negligence of Railway.

Contractor shall indemnify and hold harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or failure to perform any obligation hereunder. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 2. INSURANCE.

(a). Before commencing any work under this Agreement, Contractor must provide and maintain in effect throughout the term of this Agreement insurance, at Contractor's expense, covering all of the work and services to be performed hereunder by Contractor and each of its subcontractors, as described below:

(1). Workers' Compensation coverage as is required by State law. **THE CERTIFICATE MUST CONTAIN A SPECIFIC WAIVER OF THE INSURANCE COMPANY'S SUBROGATION RIGHTS AGAINST THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY.**

(2). Commercial General Liability insurance covering liability, including but not limited to Public Liability, Personal Injury, Property Damage and Contractual Liability covering the obligations assumed by Contractor in Section 1, with coverage of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Where explosion, collapse, or underground hazards are involved, the X, C, and U exclusions must be removed from the policy.

(3). Automobile Liability insurance, including bodily injury and property damage, with coverage of at least \$1,000,000 combined single limit or the equivalent covering any and all vehicles owned or hired by the Contractor and used in performing any of the services under this agreement.

(4). Railroad Protective Liability insurance stating The Burlington Northern and Santa Fe Railway Company is the Named Insured covering all of the liability assumed by the Contractor under the provisions of this Agreement with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. Coverage shall be issued on a standard ISO form CG 00 35 01 96 and endorsed to include ISO form CG 28 31 10 93 and the Limited Seepage and Pollution Endorsement (see attached copy).

(b). The average train traffic per 24-hour period on this route is **10** freight trains at a timetable speed of **20** MPH and **0** passenger trains at a timetable speed of **(N/A)** MPH and **2** switch engine movements.

(c). All insurance shall be placed with insurance companies licensed to do business in the States in which the work is to be performed, and with a current Best's Insurance Guide Rating of A- and Class VII, or better.

(d). In all cases except Workers' Compensation and Railroad Protective Liability coverage the certificate must specifically state that **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY IS AN ADDITIONAL INSURED.**

(e) Any coverage afforded Railway, the Certificate Holder, as an Additional Insured shall apply as primary and not excess to any coverage issued in the name of Railway.

(f). Such insurance shall be approved by the Railway before any work is performed on Railway's Property and shall be carried until all work required to be performed on or adjacent to Railway's Property under the terms of the contract is satisfactorily completed as determined by United States Army Corps of Engineers, and thereafter until all tools, equipment and materials not belonging to the Railway, have been removed from Railway's Property and Railway Property is left in a clean and presentable condition. The insurance herein required shall be obtained by the Contractor and Contractor shall furnish Railway with an original certificate of insurance, signed by the insurance company, or its authorized representative, evidencing the issuance of insurance coverage as prescribed in (a) 1, 2 and 3 above, plus the original Railroad Protective Liability insurance policy to:

Attention: Engineering Services
 The Burlington Northern and Santa Fe Railway Company
 Insurance Approval
 4515 Kansas Avenue
 Kansas City, Kansas 66106

(g). The certificate of insurance shall guarantee that the policies will not be amended, altered, modified or canceled in so far as the coverage contemplated hereunder is concerned, without at least thirty (30) days notice mailed by registered mail to Railway.

(h). Full compensation for all premiums which the Contractor is required to pay on all the insurance described hereinafter shall be considered as included in the prices paid for the various items of work to be performed under the Contract, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

It is further distinctly understood and agreed by the Contractor that its liability to the Railway herein under SECTION 1 will not in any way be limited to or affected by the amount of insurance obtained and carried by the Contractor in connection with said Contract.

SECTION 3. CONTRACTOR REQUIREMENTS

(a). While on or about Railway Property, Contractor shall fully comply with Railway's "Contractor Requirements", attached hereto, including (but not limited to) clearance requirements and personal protective equipment requirements. Contractor shall be responsible for fully informing itself as to Railway "Contractor Requirements".

(b). Prior to entering Railway Property, each person providing labor, material, supervision, or services connected with the work to be performed on or about Railway Property shall attend a Safety Orientation session conducted or approved by Railway. Contractor shall contact Manger Public Projects, William D. Thomson, telephone (913) 551-4484 fax (913) 551-4285, at least thirty (30) calendar days in advance to arrange the necessary safety orientation session(s).

(c). Prior to entering Railway property, the Contractor shall prepare and implement a safety action plan acceptable to Railway. The Contractor shall submit the safety action plan for review to the Railway representatives listed below at least thirty (30) calendar days in advance of its proposed entry on Railway Property. Contractor shall audit it's compliance with that plan during the course of it's work. A copy of said plan and audit results shall be kept at the work site and shall be available for inspection by Railway at all reasonable times.

Attention: Spencer Arndt, Asst. Director of Public Projects
 BNSF Railway
 80 – 44th Avenue NE
 Minneapolis, MN 55421
 Telephone: 763-782-3478

Craig Kemmet, Roadmaster
BNSF Railway
1796 Demers Avenue
Grand Forks, ND 58203
Telephone: 701-795-1252

SECTION 4. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

(a). The Contractor shall give a minimum of at least thirty (30) working days notice to **Craig Kemmet**, the Railways Roadmaster, at telephone **(701) 795-1252**, in advance of when flagging services will be required to bulletin the flagger's position and shall provide five (5) working days notice to the Roadmaster to abolish the position per union requirements.

(b). Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

(c). Flagging services will be performed by qualified Railway flaggers. The estimated base cost per day for one (1) flagger is \$500.00/day which includes vacation allowance, paid holidays, Railway and Unemployment: Insurance, Public Liability and Property Damage Insurance, health and welfare benefits, transportation, meals, lodging and supervision, for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. These rates are subject to any increases which may result from Railway Employees-Railway Management negotiations or which may be authorized by Federal authorities. The Contractor will be billed on actual costs in effect at time work is performed.

(1). A flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railway's representative.

(2). Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3). The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the City's contractor.

(4). The average train traffic per 24-hour period on this route is **10** freight trains at a timetable speed of **20** MPH and **0** passenger trains at a timetable speed of **(N/A)** MPH and **2** switch engine movements.

SECTION 5. TRAIN DELAYS

No work performed by Contractor shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railway, its lessees, licensees or others, unless specifically permitted under this agreement, or specifically authorized in advance by the Railway Representative. Nothing shall be done or suffered to be done by the Contractor at any time that would in any manner impair the safety thereof. When not in use, Contractor's machinery and materials shall be kept at least 50 feet from the centerline of Railway's nearest track, and there shall be no vehicular crossings of Railway's track except at existing open public crossings.

Contractor shall be responsible to Railway, including its affiliated railway companies, and its tenants for damages for any unscheduled delay to freight or passenger trains that are caused by the Contractor as follows:

(a). Train Delay Damages, Passenger Trains

(1). Contractor will be billed and Contractor shall pay Railway within 30 days, as provided below, for the actual economic losses arising from loss of contractual incentive pay and bonuses, and contractual penalties resulting from passenger train delays, whether caused by Contractor, or subcontractors, or by the Railway performing Railway Work associated with this project. Railway agrees that it will not perform any act to unnecessarily cause passenger train delay.

(2). Passenger trains operate under incentive/penalty contract with the Railway. Under these arrangements, if Railway does not meet its contract service commitment, Railway may suffer loss of performance or incentive pay or be subject to a penalty payment. Contractor shall be responsible for any passenger train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a passenger train delay caused by Contractor, or subcontractors.

(3). As example, a passenger train arrives 30 minutes after its contract service commitments with the Railway and Railway is assessed damages per terms of the contract. Contractor, and/or it's subcontractors, caused a 29 minute delay to the passenger train and therefore the Contractor is not responsible for passenger train performance incentives, penalties or other contractual economic losses actually incurred by Railway.

(4). As example, a passenger train arrives 30 minutes after its contract service commitment and Railway is assessed damages per terms of the contract. Contractor, and/or it's subcontractors, caused a 31 minute delay to the passenger train and therefore the Contractor is 100% responsible for any passenger train performance incentive, penalties or other contractual economic losses actually incurred by Railway.

(5). The contractual relationship between Railway and its passenger customers is proprietary and confidential. In the event of a passenger train delay covered by this Agreement, Railway will share information relevant to any passenger train delay to the maximum extent consistent with Railway confidentiality obligations. Damage for passenger train delays for certain passenger trains could be as high as \$50,000.00 per passenger train.

(b). Train Delays Damages, Freight Trains

(1). Contractor will be billed and Contractor shall pay Railway within 30 days, as provided herein, for the damages for freight train delays, whether caused by the Contractor or its subcontractors. The Contractor will be billed at a rate of \$1,000.00 per freight train hour for each freight train delayed as determined from Railway's records. Each delay may cause delays to more than one freight train at the same time. These rates will be updated annually and Contractor will be billed at rate per hour in effect at the time the delay occurred.

Kindly acknowledge receipt of this letter by signing and returning to the undersigned two original copies of this letter, which, upon execution by Railway, shall constitute an Agreement between us.

Yours truly,

(Contractor)

By _____

(Title)

Address

City, State, Zip

**The Burlington Northern and Santa Fe
Railway Company**

By _____
(Title)

Accepted this ____ day of _____,
2001

**LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE
ENDORSEMENT WORDING**

In consideration of the premium charged it is understood and agreed that Exclusion f. of Coverage A. of this Policy shall not apply to the liability of the Insured resulting from seepage and/or pollution and/or contamination caused solely by:

- a) unintended fire, lightning or explosion: or
- b) a collision or overturning of a road vehicle: or
- c) a collision or overturning or derailment of a train.

Notwithstanding the foregoing it is agreed that the coverage provided by this Endorsement shall not apply to:

- 1. loss of, damage to or loss of use of property directly or indirectly resulting from sub-surface operations of the Insured, and/or removal of, loss of or damage to sub-surface oil, gas or any other substance;
- 2. any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances;
- 3. the cost of evaluating and/or monitoring and/or controlling seeping and/or polluting and/or contaminating substances;
- 4. the cost of removing and/or nullifying and/or cleaning up seeping and/or polluting and /or contaminating substances on property at any time owned and/or leased and/or rented by the insured and/or under the control of the Insured.

Notwithstanding the foregoing, Item 1 does not apply to tunnels.